

EMPLOYMENT CONTRACT

THIS AGREEMENT is entered into on by and between Miesner Brothers Lawncare & Landscaping LLC, (hereafter referred to as the "Employer"), located at PO Box 22037, Louisville, Kentucky 40252, and (hereafter referred to as the "Employee") residing at , , .

WHEREAS, the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth herein; and

WHEREAS, the parties wish to enter into this Agreement and memorialize within this instrument the terms and conditions of employment contemplated by the parties;

THEREFORE, in consideration of the mutual promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

EMPLOYMENT

Miesner Brothers Lawncare & Landscaping LLC, a company, operating at , Louisville , Kentucky , does hereby employ in the position of Crew member .

The Employee hereby agrees to serve in such capacity, beginning on and ending at such date and time as the Employee's contract may be terminated in accordance with the Termination of Agreement clause set forth below.

PERFORMANCE OF DUTIES

, the Employee, hereby agrees that throughout his/her period of employment s/he shall devote his/her full attention and time, during working hours, to the performance of his/her duties and business affairs of the Employer, in addition to performing said duties faithfully and efficiently as directed by the CEO or Supervisor of the Employee. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time.

It is not the intention of the Employer to assign duties and responsibilities which are not typically within the scope and characteristics associated with this position, or which may not be required of other employees of similar rank and position. However, the Employer reserves the right to increase and/or revise the Employee's role and responsibilities, whether through reorganization of his/her position or promotion. Any change in the Employee's pay scale, due to the change of responsibilities and/or promotion, will be at the sole discretion of the Employer.

DUTIES AND RESPONSIBILITIES

The detailed list of job duties and responsibilities of the Employee are as follows:

Specific Job Related Duties:

This position may require the employee to perform all, but not limited to, the tasks listed below.

This position is responsible for assisting the Lawn Care Crew Lead in daily operations including quality control, training, punctuality and safety. Candidates must also have strong organization skills, ability to complete appropriate paperwork, and possess good leadership and communication skills. The employee will provide quality service that meets or exceeds our customers' and management's expectations. The employee will show attention to detail and effectively communicate with subordinates, peers and his/her supervisor. All employees will possess a friendly, customer service minded attitude and will conduct themselves in a professional manor at all times. (Lawn Care Technician reports directly to the Crew Lead).

Support the Lead Daily/Weekly tasks:

1. Daily preparation of trucks, equipment, and inventory • Report on time at regular start time (Shop) to prepare/review the day's work with the Crew Lead. Company encourages this position to be the first to report & last to leave each day. • Load all tools, gas, and other necessary equipment/materials. Secure all equipment safely. • Check truck oil, fluids, tire pressure, proper trailer connection, and all lights are in working condition.

2. Perform and manage landscape and maintenance tasks on client's properties. • Work in conjunction with the Crew

Lead to ensure the work contracted is implemented efficiently and according to the contracted specifications. • Provide labor associated with the maintenance of all lawns & garden beds, including cleanouts. • Perform all tasks of operations including but not limited to mowing, line trimming, blowing, leaf and debris removal, weeding, edging, hedging, raking and mulch installation. • Receive openly "on the job" training safety, equipment, technique, etc. • Proper use of safety equipment and Personal Protective Equipment and practices of the crew. • Address questions or concerns with the clients if approached. Communicate customer's questions immediately with the Crew Lead & Director of Operations.

3. End of the day duties. • Complete time sheet. Complete all job site reports & report all sales opportunities to the Crew Lead & Director of Operations. Inventory and report all materials used on the job that day. • Review the whole week's jobs and prepare for the next days jobs. • Unload/load equipment and material, clean out truck/trailer by removing trash, debris, etc. daily. • Wash dirty equipment {including all mower decks} and return to storage location. Report damaged or broken equipment to your manager immediately to get parts on order. • Fill truck, mowers, equipment, and cans with gas in preparation for the next day (or as necessary).

4. Strict adherence to company's employee manual & procedures is required from all employees

COMPENSATION & BENEFITS

In accordance with the terms and conditions of this Agreement, and throughout the Employee's period of employment, compensation for his/her services will be as follows:

Employee shall receive an annual salary of , to be paid in equal hourly pay-periods, with annual evaluations and/or rate increases and potential bonuses as deemed appropriate; said amount to be determined in the sole discretion of the Employer.

Paychecks will be issued as follows:

Weekly paycheck issued every Monday

Employee will be entitled to other similar benefits of employees of similar rank and position.

PROBATION PERIOD

It is understood and agreed that the first 3 Weeks days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE

During the course of his/her employment, the Employee will encounter Confidential Information belonging to the Employer and therefore it is of critical importance for the Employee to understand that said Confidential Information should not be disclosed to third parties under any circumstances except as allowed by the terms of this Agreement. Thus, in order to protect the privacy of the Employer, and to protect the Employer from the negligent or malicious actions of the Employee during the course of employment and thereafter, the Employee hereby agrees not to divulge, release, or remove for his/her use (or that of any other individual or company) any documentation, information, or knowledge pertaining to the operation or business of the Employer or any of its subsidiaries or affiliates.

Furthermore, the Employer and Employee agree as follows:

- Confidential Information includes, but is not limited to: Copyrighted Material, Trade Secrets, Products, Product Designs, Processes, Prices, Costs, Discounts, Customer Lists, Marketing Lists, Business Affairs, Deals In Negotiation, Future Plans, Inventions, Technical Matters
- Confidential Information excludes that which is public knowledge.
- Employee shall not copy or modify any Confidential Information without prior written consent of the Employer.
- Employee shall, upon termination of employment (whether voluntary or involuntarily), immediately return to the Employer any and all written documents and/or materials of a confidential nature.

Unauthorized Disclosure

Should the Employee, during or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Employee shall be deemed in violation of this Agreement, and the Employer shall be entitled to obtain an injunction to restrain the Employee from disclosing or further disclosing, in whole or in part, any Confidential Information. The Employer shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Employee during or after termination of employment.

REMEDIES

Should the Employee, at any time, violate any of the covenants or agreements set forth in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," the Employer reserves the right to immediately terminate employment of the Employee, and terminate all its obligations to make any further payments under this Agreement. The Employee acknowledges that the Employer could incur permanent and irreversible damage and injury through a violation of the provisions within "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," and as such agrees that the Employer shall be entitled to any legal remedy or injunction, as may be deemed appropriate by the Employer or a court of competent jurisdiction, from any actual or threatened breach of this Agreement.

AMENDMENT OF AGREEMENT

Any Amendment to this Agreement must be mutually agreed upon in writing by both parties (the Employer and Employee), and executed with the same degree of formality as this Agreement. Any amendment must also contain a start date for the amendment to the original Employment Contract.

TERMINATION OF AGREEMENT

The Employment Period may be terminated at the time when any of the following conditions occur:

- Date of "at-will" termination by either Employee or Employer;
- Upon the Employee's death;
- For Cause, which shall include, but not be limited to, Employee's gross misconduct, material damage to the Employer, or Employee's willful breach of this Agreement; , or;
- Should either the Employer or Employee decide to terminate their working relationship and/or this Employment Contract, the party wishing to end this Agreement, either due to the completion of the project for which the Employee was hired or the Employee seeking employment elsewhere, shall provide a minimum advance written notice of 5 days by the Employer or a minimum advance written notice of 5 days by the Employee.

NOTICES

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Employer at its principal headquarters, whichever the case may be.

RETURN OF EMPLOYER PROPERTY

At the end of the Employee's contract or upon termination of employment, whether voluntary or involuntary, the Employee shall immediately return to the Employer any and all company property including, but not limited to, the following:

- Key or Key Card(s) granting access to the building and/or offices or areas located within the building;
- Company Car;
- Company Identification (ID);
- Computer;
- Business Cards;

- Company Credit Cards;
- Employer related documents and/or materials;
- And also: .

The Employer reserves the right, and shall be entitled to pursue any legal remedies as may be deemed appropriate, for any loss and/or damages incurred as a result of Employee's failure to return Employer property after termination of employment.

NON-ASSIGNMENT

Any interests pertaining to the Employee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

NON-COMPETE

During Employee's period of employment with the Employer, in the state of Kentucky, and for a period of 5 Years following termination of employment however caused, the Employee shall not seek or gain employment with any business that is in competition with the Employer, its subsidiaries or affiliates within a 100 mile radius of Louisville, Kentucky.

The Employee agrees that the above established restrictions are reasonable and fair, and all defenses to the strict enforcement of this stipulated non-compete covenant by the Employee are hereby waived.

NON-SOLICITATION

The Employee hereby agrees that s/he will not, without the prior written consent of the Employer, either directly or indirectly solicit, attempt to solicit, and/or contact for the purpose of soliciting a client or employee of the Employer, within the state of Kentucky, for a period of 5 Years after termination of employment. The Employee shall not, either by his/her own actions or on behalf of any other party or company competing or endeavoring to compete with the Employer within the state of Kentucky, violate the provisions of this clause.

OWNERSHIP OF INTELLECTUAL PROPERTY

Throughout the Employee's term of employment with the Employer, whether during the fulfillment of his/her normal duties and responsibilities or others which may be specifically assigned to the Employee, either on his/her own or in connection with another individual, the Employee develops or creates any such intellectual property, including but not limited to any work where a copyright exists or may exist, the Employee shall immediately notify the Employer. In addition, the Employee acknowledges and agrees that any and all such intellectual property, copyright and other intellectual property rights shall be deemed the exclusive ownership of the Employer.

The Employee hereby waives, unconditionally and irrevocably, any and all moral or any such rights of a similar nature with respect to any work where a copyright exists, may exist or later exists, in which the copyright is created by the Employee during employment in each jurisdiction worldwide, and that such rights may be waived for each respective jurisdiction. The waiver hereby extends to any and all respective acts of the Employer, its successors, assigns, licensees and any acts of third party individuals with the authority of the Employer, its successors and/or assigns.

SUCCESSORS

The contents of this Agreement shall be legally binding upon the Employer, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or substantially all of the Employer's assets and business.

INDEPENDENT LEGAL ADVICE

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that either:

- (a) The Employee has had such independent legal advice prior to executing this agreement, or;
- (b) The Employee has willingly chosen not to obtain such advice and to executed this Agreement without having obtained such advice.

ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement between the parties, and there are no other promises or conditions, oral or written, outside of what is contained in this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY

Should any provision contained in this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to that particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

APPLICABLE LAW

The provisions of the Agreement shall be interpreted in accordance with the current laws of the state of Kentucky.

COPY OF AGREEMENT

The Employee acknowledges receipt of a copy of this Agreement signed by both the Employee and the Employer.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed by its duly authorized officers and the Employee has set his hand as of .

(Employee Signature)

(Employee Name)

(Employer/Duly Authorized Representative Signature)

Patrick Miesner

(Employer/Duly Authorized Representative Name)

President of Company Operations

(Employer/Duly Authorized Representative Title)